

USDC SDNY  
DOCUMENT  
ELECTRONICALLY FILED  
DOC #:  
DATE FILED: 7/2/14

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

TNS MEDIA RESEARCH, LLC (d/b/a)  
KANTAR MEDIA AUDIENCES) and  
CAVENDISH SQUARE HOLDING, B.V.,

Plaintiffs,

v.

TRA GLOBAL, INC. (d/b/a TRA, Inc.)

Defendant

TRA GLOBAL, INC. (d/b/a TRA, Inc.),

Counterclaim Plaintiff,

v.

TNS MEDIA RESEARCH, LLC (d/b/a)  
KANTAR MEDIA AUDIENCES);  
CAVENDISH SQUARE HOLDING, B.V.;  
WPP PLC; WPP GROUP USA, INC.;  
KANTAR GROUP LTD.; and KANTAR  
RETAIL AMERICA, INC.

Counterclaim-Defendants.

CIVIL ACTION NO.: 11 CIV. 4039  
(SAS)

ECF CASE

STIPULATION AND [PROPOSED]  
ORDER

On November 25, 2013, the Court entered order D.I. 161. On April 7, 2014, the Court entered order D.I. 185. Following these orders, the only issue remaining for trial is whether TRA is entitled to nominal damages on its claims for breach of contract and aiding and abetting breach of fiduciary duty.

The parties agree that it would be inefficient and wasteful of both judicial and party resources to conduct a bench trial on these claims when at most nominal damages would be at issue. After conferring, the parties have agreed that Counterclaim-Defendants will be deemed to have paid TRA \$1 in nominal damages, thereby mooting the last remaining issue before the Court in this litigation and allowing for the entry of a stipulated final judgment. In agreeing to moot the remaining issue before the Court, Counterclaim-Defendants do not concede liability on TRA's claims, and Counterclaim-Defendants expressly reserve the right to defend against liability on those claims in the event that TRA has other viable theories of damages on these claims following an appeal from this stipulated final judgment. Likewise, TRA's acceptance of the conditional \$1 in nominal damages will not operate as a bar to TRA's pursuit of its claims for breach of contract and aiding and abetting breach of fiduciary duty in the event that an appellate court reinstates any of TRA's other theories of damages following an appeal from the stipulated final judgment.

In stipulating to the entry of judgment, TRA expressly consents only to the form of the stipulated final judgment and not to its contents. All parties expressly reserve the right to appeal from the stipulated final judgment and to seek appellate review of D.I. 161, D.I. 185, as well as any other prior orders of this Court.

The parties further stipulate that each party shall bear its own costs and attorneys' fees as to the claims for breach of contract and aiding and abetting breach of fiduciary duty.

Subject to the aforementioned conditions, the parties thus hereby stipulate to the entry of a final judgment in the form attached as Exhibit A.

Moreover, whereas on October 25, 2013, the formal entity name of TRA changed from TRA Global, Inc. to TiVo Research and Analytics, Inc., the parties further stipulate that the title of the action may be changed to reflect the entity name change of TRA.

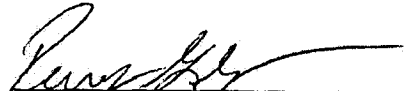
Accordingly, and in light of the foregoing stipulations and conditions, D.I. 161 and D.I. 185, TRA's claims for breach of contract and aiding and abetting breach of fiduciary duty are dismissed pursuant to this agreement of the parties. All other claims and counterclaims having been resolved by D.I. 161 and D.I. 185, final judgment shall enter forthwith. In addition, the title of this action shall be changed to reflect the entity name change of TRA.

**SO STIPULATED:**

Dated: June 27, 2014



Michael A. Albert (*admitted pro hac vice*)  
John Strand (*admitted pro hac vice*)  
Charles Steenburg (*admitted pro hac vice*)  
Eric Rutt (*admitted pro hac vice*)  
malbert@wolfgreenfield.com  
jstrand@wolfgreenfield.com  
csteenburg@wolfgreenfield.com  
erutt@wolfgreenfield.com  
WOLF, GREENFIELD & SACKS, P.C.  
600 Atlantic Avenue  
Boston, MA 02210  
Phone: 617.646.8000  
Fax: 617.646.8646



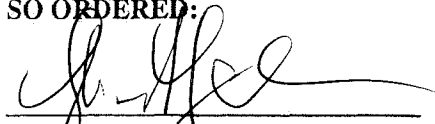
Perry Mark Goldberg (*admitted pro hac vice*)  
Amy T. Brantly  
Tanya M. Acker (*admitted pro hac vice*)  
goldberg@glwllp.com  
GOLDBERG, LOWENSTEIN &  
WEATHERWAX LLP  
11400 West Olympic Blvd., Suite 400  
Los Angeles, CA 90064  
Phone: 310.307.4500

*Attorneys for Counterclaim-Plaintiff TRA  
Global, Inc. (d/b/a TRA, Inc.)*

Marc J. Rachman  
C. Andrew Keisner  
mrachman@dglaw.com  
akeisner@dglaw.com  
DAVIS & GILBERT LLP  
1740 Broadway  
New York, NY 10019  
Phone: 212.468.4800  
Fax: 212.468.4888

*Attorneys for Counterclaim-Defendants TNS  
Media Research, LLC (d/b/a Kantar Media  
Audiences); Cavendish Square Holding, B.V.;  
WPP PLC; WPP Group USA, Inc.; Kantar  
Group Ltd.; and Kantar Retail America, Inc.*

**SO ORDERED:**



HON. SHIRA A. SCHEINDLIN  
United States District Judge

7/2/14

**CERTIFICATE OF SERVICE**

I certify that this document is being filed through the Court's electronic filing system, which serves counsel for other parties who are registered participants as identified on the Notice of Electronic Filing (NEF). Any counsel for other parties who are not registered participants are being served by first class mail on the date of electronic filing.

/s/ Michael Albert  
Michael A. Albert